

SEDGWICK COUNTY, KANSAS FINANCE DEPARTMENT

Purchasing Section

525 N. Main, Suite 823 ~ Wichita, KS 67203 Phone: 316 660-7255 Fax: 316 383-7055 https://www.sedgwickcounty.org/finance/purchasing/reque sts-for-bid-and-proposal/

REQUEST FOR BID RFB #20-0045 3 EACH ¾ TON 4WD EXTENDED CAB TRUCKS W/8' BEDS

December 1, 2020

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking bids for 3 Each 3/4 Ton 4WD Extended Cab Trucks W/8' Bed for Fleet Maintenance and Public Works. If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Bid. Responses are due no later than 1:45 pm CST, Tuesday, December 22, 2020.

All contact concerning this solicitation shall be made through the Purchasing Section. Bidders shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Section in writing. Failure to comply with these guidelines may disqualify the Bidder's response.

Sincerely,

Britt Rosencutter Purchasing Agent

BR/ch

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I. Purpose

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 511,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the County is a Commission/Manager entity, employs nearly 2,800 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

II. Submittals

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, submit one (1) original, one (1) copy, **AND** one (1) electronic copy (PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Britt Rosencutter Sedgwick County Purchasing Section 525 N. Main, Suite 823 Wichita, KS 67203

SUBMITTALS are due **NO LATER THAN 1:45 pm CST, TUESDAY, December 22, 2020**. Responses must be <u>sealed</u> and marked on the lower left-hand corner with the firm name and address, bid number, and bid due date. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Bid responses will be acknowledged and read into record at bid opening which will occur at 2:00 pm CST, on the due date.

III. Scope of Work

Provide 3 Each 3/4 Ton 4WD Extended Cab Trucks W/8' Bed.

IV. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

V. <u>Bid Terms</u>

A. Ouestions and Contact Information

Any questions regarding this document must be submitted in writing to Britt Rosencutter at britt.rosencutter@sedgwick.gov by 5:00 pm CST, Friday, December 4, 2020. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the Documents column associated with this bid number by 5:00 pm CST, Tuesday December 8, 2020. Firms are responsible for checking the website and acknowledging any addenda on their bid response form.

B. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Bid. Firms must meet or exceed these qualifications to be considered for award. Bids submitted must reflect in detail their inclusion as well as the degree to which they can be provided. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Bidders shall:

- 1. Have proper certification(s) or license(s) for the services/product specified in this document.
- 2. Have the capacity to acquire all required permits, bonds, escrows or insurances.

C. Evaluation Criteria

An award will be made to the lowest responsible and responsive bidder.

D. Request for Bid Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Section at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Bid to interested parties	Tuesday, December 1, 2020
Clarification, Information and Questions submitted in writing by 5:00 pm CST	Friday, December 4, 2020
Addendum Issued	Tuesday, December 8, 2020
Sealed Bid due before 1:45 pm CST	Tuesday, December 22, 2020
Board of Bids and Contracts Recommendation	Thursday, December 31, 2020
Board of County Commission Award	Wednesday, January 6, 2021

E. Contract Period and Payment Terms

Either party may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/39239/payment and invoice provisions.pdf

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, Contractor's professional liability/ errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of 3 years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (**must be acknowledged on the bid/proposal response form**).

<u>NOTE:</u> If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers' Compensation:				
Applicable coverage per State Statutes				
Employer's Liability Insurance:	\$500,000.00			
Commercial General Liability Insurance (on form CG 00 01 04 13	or its equivalent):			
Each Occurrence	\$1,000,000.00			
General Aggregate, per project	\$2,000,000.00			
Personal Injury	\$1,000,000.00			
Products and Completed Operations Aggregate	\$2,000,000.00			
Automobile Liability:				
Combined single limit	\$500,000.00			
Umbrella Liability:				
Following form for both the general liability and automobile				
Required/ <u>X</u> Not Required				
Each Claim	\$1,000,000.00			
Aggregate	\$1,000,000.00			
Professional Liability/ Errors & Omissions Insurance:				
Required/ X Not Required				
Each Claim	\$1,000,000.00			
Aggregate	\$1,000,000.00			
Pollution Liability Insurance:				
Required/ X Not Required				
Each Claim	\$1,000,000.00			
Aggregate	\$1,000,000.00			

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful bidder agrees all data, records and information, which the bidder, its agents and employees, which is the subject of this bid, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful bidder agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data. In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful bidder agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Bid is the property of Sedgwick County.

I. Bid Conditions

https://www.sedgwickcounty.org/media/31339/bid-terms-conditions.pdf

General Contract Provisions

http://www.sedgwickcounty.org/purchasing/pdf_files/General%20Contractual%20Provisions.pdf

Mandatory Contract Provisions

https://www.sedgwickcounty.org/media/31336/mandatory-contractual-provisions.pdf

Sample Contract

https://www.sedgwickcounty.org/media/39236/sample-contract.pdf

VI. Required Response Content

Bid response should include the following:

- 1. Any exclusions clearly delineated.
- 2. Completed and signed Bid Response Form.
- 3. Those responses that do not include all required forms/items may be deemed non-responsive.

MINIMUM MANDATORY REQUIREMENTS AND SPECIFICATIONS

- A. Following specifications are for 3 Each ¾ Ton 4WD Extended Cab Trucks W/8' Bed.
- B. All items bid are to be factory installed unless authorized by Sedgwick County Fleet Management.
- C. Manufacturer standard equipment presumed to be included unless otherwise specified.
- D. Fleet Management will not accept ownership until equipment has been inspected for compliance with specifications below and MSO has been delivered.
- E. Delivery of vehicle must be FOB to 1021 Stillwell, Wichita, KS, ATTN: Penny Poland. Contact phone number is 316-660-7477.
- F. Maintenance manuals to be invoiced separately.

G. Vehicles must meet or exceed the following specifications, any additions, deletions, or variations must be noted.

		SPECIFICATIONS		EETS ICATION
3 Each ³ / ₄ Ton 4WD Extended Cab Trucks W/8' Bed			Yes	No
1.	Engine	Gas V-8 with Heavy Duty Cooling system		
2.	Transmission	Automatic with Overdrive with Tow/ Haul Mode		
3.	Drive Train	4 Wheel Drive with Electronic Shift		
4.	Bed	8ft bed		
5.	Tires	All Season/ All Terrain Radials		
6.	Brakes	Power 4 Wheel disc with ABS		
7.	Steering	Power with tilt wheel and Cruise Control		
8.	Windows	Tinted, Electric Powered and Rear Window Defogger		
9.	7			
10.	Mirrors Electric Powered and to be Heated			
11.	Air Conditioning/ Heat	Factory Installed		
12.	Radio	AM/FM		
13.	Seats	Front seat to be a Cloth 40/20/40		
14.	Running Boards	Factory installed		
15.	Exterior	White		
			Yes	No
16.	Interior	Gray or Blue		
17.	Tow Hooks	2 hooks to be installed on Front		
18.	Cab Protector	A Louvered Cab Protector		
19.	Light Bar	Strobe light Equal to or better than Code 3 Model 21TR4712 amber light bar/ LED white alley lights and arrow stick includes 4150 rocker switch box Mounted to the Louvered Cab Protector.		
20.	Road Sensor	A Road Temperature Sensor that reads the Surface Pavement Temperature and the Ambient Temperature (Road Watch) with a magnet mount.		
21.	Keys	Keyless Entry Remotes with 3 sets of Keys		
22.	Accessories	a. Power Door Locks		
		b. Outside Temperature Sensor		
		c. Tow Package		

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The undersigned, on behalf of the Bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the bidder is entered; (4) they have read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted bid will be their responsibility.

NAME				
DBA/SAME				
CONTACT				
ADDRESS		CITY/STATE	ZIP	
PHONE	FAX	F	IOURS	
STATE OF INCORPORATION or ORG	GANIZATION _			
COMPANY WEBSITE ADDRESS		E-MAIL		
NUMBER OF LOCATIONS	NUMBE	R OF PERSONS EMPLOY	ED	_
TYPE OF ORGANIZATION: Public Co	orporation	Private Corporation	Sole Proprietorship	
Partnership Other (Describe):				
BUSINESS MODEL: Small Business	Manufacturer	Distributor R	etail	
Dealer Other (Describe):				
Not a Minority-Owned Business:	Minority-Own	ed Business: (Specify	Below)	
African American (05) Asian Pa	cific (10) Su	abcontinent Asian (15)	Hispanic (20)	
Native American (25)Other (30)) (Please specify_)	
Not a Woman-Owned Business:	Woman-Owned	d Business: (Specify B	elow)	
Not Minority -Woman Owned (50) _	African Ameri	can-Woman Owned (55)		
Asian Pacific-Woman Owned (60)	Subcontinent A	Asian-Woman Owned (65)	Hispanic Woman Ow	rned (70)
Native American-Woman Owned (75)	Other (Won	nan Owned) (80) Please spec	ify	
ARE YOU REGISTERED TO DO BUSI	INESS IN THE S	TATE OF KS:Yes	No	
INSURANCE REGISTERED IN THE S	TATE OF KS W	ITH MINIMUM BEST RA	TING OF A-VIII:	YesNo
☐ Yes, I would like to be on the em☐ No, I would not like to be on the After Hours Phone #:	emergency vend En DDENDA: All a	or list. nergency Contact Name: addendum(s) are posted to	our RFQ/RFP web pag	
www.sedgwickcounty.org/finance/purc	chasing.asp.			
NO;				
In submitting a response to this docume clearly delineated and detailed any excessionature	eptions.		l sections of the entire of	
Signature		riue		
Print Name		Dated		

Response Form pg. 2

Qty.	Description	Total Cost		
3 Ea.	³ / ₄ Ton 4WD Extended Cab Trucks W/8' Bed	¢		
	Make & Model:	\$		
3 Ea.	Manuals: One complete set Paper or Electronic	\$		
Order Cutoff Date:				
Delivery Date:				